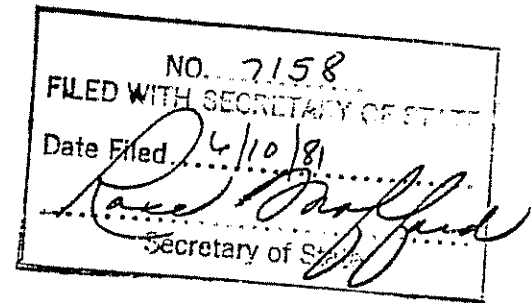


CONSTRUCTION  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TUCSON, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement, and

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into the Agreement, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the CITY. This work shall include, but not be limited to, the installation of new traffic signals at the following location:

US 89 and 44th Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials and equipment necessary to complete the installation of the traffic signals and shall furnish personnel for inspection of the installation process.

2. The CITY shall install or have installed all the materials and apparatus in a good workmanlike manner, and in accordance with the latest revisions of the Arizona Department of Transportation Traffic Signal and Highway Lighting Systems Standard Drawings and General Specifications for Traffic Signal and Highway Lighting Systems.

3. The CITY shall obtain all STATE furnished materials and apparatus at the Arizona Department of Transportation Signal Shop in Tucson and shall return defective or damaged materials and all unused materials to the Arizona Department of Transportation Signal Shop in Tucson upon completion of the work.

4. The STATE is bound by this AGREEMENT to furnish or secure certain materials and apparatus as hereinbefore stated; and, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions, or claims of any character brought: a) because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the CITY, its officers, employees, agents, and/or contractors or on account or in consequence of any neglect in safe-guarding the work; b) because of any act of omission, neglect, or misconduct of any officer or employee of the CITY, its Agent and/or its contractors in accomplishing the work; or c) through the use, in constructing the work, of STATE furnished materials which may be determined, by reasonable inspection upon receipt of said materials, to be patently deficient and unacceptable.

5. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.


All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

6. This Agreement shall be filed with the Secretary of State and shall become effective on the 13th day of April, 1981, but in no event prior to its being filed with the Secretary of State.


7. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this STATE to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.


STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF TUCSON

By:   
Title: Lewis C. Murphy  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

Louise B. Stratton  
Assistant City Attorney

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement between the State of Arizona, Arizona Department of Transportation, and the City of Tucson and declare the agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 19<sup>th</sup> day of January, 1981.

Frederick S. Dean  
City Attorney

By Louise B. Stratton  
Assistant City Attorney

EXHIBIT "B" to Ex. A to Res. 11473

APR 0 6 1981

RESOLUTION NO. 11473

RELATING TO STREETS AND HIGHWAYS; REPEALING RESOLUTION NO. 11408;  
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE STATE OF ARIZONA, ACTING BY AND THROUGH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION  
OF NEW TRAFFIC SIGNALS AT SIXTH AVENUE AND 44TH STREET.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. That Resolution No. 11408, approving an Inter-  
governmental Agreement with the Arizona Department of Transporta-  
tion for the installation of new traffic signals at the inter-  
section of U.S. 89 and 44th Street, is hereby repealed.

SECTION 2. That a revised Intergovernmental Agreement  
between the Arizona Department of Transportation and the City of  
Tucson relating to the installation of new traffic signals at  
the intersection of U.S. 89 (Sixth Avenue) and 44th Street, a  
copy of which is attached hereto, is hereby approved, and the same  
is hereby authorized to be executed by the Mayor and City Council.

, is



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-304, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of June, 1981.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division